

Case 3:05-cv-01747-BZ

Page 1 of 4

1 Sheila M. Salomon, SBN 164619
2 Andrew L. Chang, SBN 222309
3 SHOOK, HARDY & BACON L.L.P.
4 333 Bush Street, Suite 600
5 San Francisco, California 94104-2828
6 Telephone: (415) 544-1900
7 Facsimile: (415) 391-0281
8 ssalomon@shb.com
9 achang@shb.com

E-filing

E-FILED 7/14/2005

10 Attorneys for Plaintiffs
11 MOTOWN RECORD COMPANY, L.P.; UMG
12 RECORDINGS, INC.; ARISTA RECORDS LLC;
13 ELEKTRA ENTERTAINMENT GROUP INC.;
14 SONY BMG MUSIC ENTERTAINMENT; and
15 VIRGIN RECORDS AMERICA, INC.

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 MOTOWN RECORD COMPANY, L.P., a
20 California limited partnership; UMG
21 RECORDINGS, INC., a Delaware
22 corporation; ARISTA RECORDS LLC, a
23 Delaware limited liability company;
24 ELEKTRA ENTERTAINMENT GROUP
25 INC., a Delaware corporation; SONY BMG
26 MUSIC ENTERTAINMENT, a Delaware
27 general partnership; and VIRGIN RECORDS
28 AMERICA, INC., a California corporation,

Plaintiffs,

vs.

EDNA TENG SICO,

Defendant.

Case No.: C05-01747 ~~BZ~~ RMW

Related Cases: C 03-4068 MJJ;
C 03-4069 MJJ; C 03-4070 MJJ;
C 03-4072 MJJ; C 03-4073 MJJ;
C 03-4074 MJJ; C 03-4075 MJJ; C 03-4075
MJJ; C 03-4077 MJJ; C 03-4078 MJJ; C 03-
4079 MJJ; C 03-4080 MJJ; C 03-4081 MJJ;
C 03-4082 MJJ; C 03-4083 MJJ; C 03-4084
MJJ; C 03-4085 MJJ; C 03-4086 MJJ; C 03-
4087 MJJ; C 03-4088 MJJ; C 03-4089 MJJ

~~[PROPOSED]~~ JUDGMENT AND
PERMANENT INJUNCTION BASED ON
STIPULATION

1 The Court, having considered the Stipulation to Judgment and Permanent Injunction
2 executed by the parties,

3
4 IT IS ORDERED AND ADJUDGED THAT:

5
6 1. Plaintiffs have alleged that Defendant distributed (including by uploading) and/or
7 reproduced (including by downloading) via the Internet or an online media distribution system
8 copyrighted sound recordings owned or controlled by the Plaintiffs, without Plaintiffs'
9 authorization, in violation of 17 U.S.C. § 501. Without admitting or denying liability, Defendant
10 has not contested plaintiffs' allegations, and has acknowledged that such conduct is wrongful.

11
12 2. Defendant shall pay to Plaintiffs in settlement of this action the total sum of
13 \$8639.50

14
15 3. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and service of
16 process fee) in the amount of \$360.50.

17
18 4. Defendant shall be and hereby is enjoined from directly or indirectly infringing
19 Plaintiffs' rights under federal or state law in any sound recording, whether now in existence or
20 later created, that is owned or controlled by Plaintiffs (or any parent, subsidiary, or affiliate
21 record label of Plaintiffs) ("Plaintiffs' Recordings"), including without limitation by:

- 22
23 a) using the Internet or any online media distribution system to reproduce (i.e.,
24 download) any of Plaintiffs' Recordings, to distribute (i.e., upload) any of
25 Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings available for
26 distribution to the public, except pursuant to a lawful license or with the
27 express authority of Plaintiffs; or
28

b) causing, authorizing, permitting, or facilitating any third party to access the Internet or any online media distribution system through the use of an Internet connection and/or computer equipment owned or controlled by Defendant, to reproduce (i.e., download) any of Plaintiffs' Recordings, to distribute (i.e., upload) any of Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings available for distribution to the public, except pursuant to a lawful license or with the express authority of Plaintiffs.

Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or any third party that has used the Internet connection and/or computer equipment owned or controlled by Defendant has downloaded without Plaintiffs' authorization onto any computer hard drive or server owned or controlled by Defendant, and shall destroy all copies of those downloaded recordings transferred onto any physical medium or device in Defendant's possession, custody, or control.

5. Defendant irrevocably and fully waives notice of entry of the Judgment and Permanent Injunction, and understands and agrees that violation of the Judgment and Permanent Injunction will expose Defendant to all penalties provided by law, including for contempt of Court.

6. Defendant irrevocably and fully waives any and all right to appeal this Judgment and Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.

7. Nothing contained in the Judgment and Permanent Injunction shall limit the right of Plaintiffs to recover damages for any and all infringements by Defendant of any right under federal copyright law or state law occurring after the date Defendant executes the Stipulation to Judgment and Permanent Injunction.

1 8. Defendant shall not make any public statements that are inconsistent with any
2 term of the Stipulation to Judgment and Permanent Injunction.

3
4 9. The Court shall maintain continuing jurisdiction over this action for the purpose
5 of enforcing this final Judgment and Permanent Injunction.

6 DATED: July 14, 2005

7 By: /s/ RONALD M. WHYTE

8 Hon. ~~Bernard Zimmerman~~ Ronald M. Whyte
9 United States District Judge